

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 12/21/09		2. CONTRACT NO. (If any) GS-35F-0032S		6. SHIP TO:	
3. ORDER NO. 1635		4. REQUISITION/REFERENCE NO. PR-NC-10-10150		a. NAME OF CONSIGNEE MARTIN W. HUSK, TOPO	
5. ISSUING OFFICE (Address correspondence to) Environmental Protection Agency C339-01				b. STREET ADDRESS RESEARCH TRIANGLE PARK C339-01	
7. TO:		c. CITY RTP		d. STATE NC	e. ZIP CODE 27711
a. NAME OF CONTRACTOR PERRIN QUARLES ASSOCIATES, INC.				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 652 PETER JEFFERSON PKWY, SUITE 300				[] a. PURCHASE REFERENCE YOUR:	
d. CITY Charlottesville		e. STATE VA	f. ZIP CODE 22911	[X] b. TASK -- Except for billing instructions on the reverse, this task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above- numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Attached				10. REQUISITIONING OFFICE Same as Block 6	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
[X] a. SMALL		[] b. OTHER THAN SMALL		[] c. DISADVANTAGED	
12. F.O.B. POINT Same as Block 6		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
13. PLACE OF				16. DISCOUNT TERMS N/A	
a. INSPECTION Same as Block 6		b. ACCEPTANCE Same as Block 6			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	See Attached					
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.			17(h). TOT. (Cont. pages)
	21. MAIL INVOICE TO:					
	a. NAME U.S. Environmental Protection Agency				\$2,650,649.03	17(i). GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) RTP-Finance Center (D143-02) 109 T.W. Alexander Drive					
	c. CITY Durham	d. STATE NC	e. ZIP CODE 27711			

22. UNITED STATES OF
AMERICA BY (Signature)

Natalia C. Fisher-Jackson

23. NAME (Typed)
NATALIA C. FISHER-JACKSON

TITLE: CONTRACTING/ORDERING OFFICER

NSN 7540-01-152-8083
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 6/95)
Prescribed by GSA/FAR 48 CFR 53.213(e)

Contract

Operations and Maintenance Support for the Emissions Inventory System

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

Summary Information

Title: Operations and Maintenance Support for the
Emissions Inventory System
Period of Performance: From: 01/01/10
To: 12/31/10
Award Date:
Total Funding: \$300,000.00

Accounting/Appropriation Data

POP	DCN	BFYS	Appr.#	Org	Program Element	Site/ Project	Cost Org	Obj Class	Amount	P / C
Base	JP0017	10	C	53J3	101A59B	LDKM0000		2505	\$275,000.00	C
Base	JP0017	10	C	53J3	101A59B	LDKMSC00		2505	\$25,000.00	C

Funding Breakout

Acct.Info	Funding Category	Amount
FY2010 - JP0017	Cost Ceiling	\$300,000.00
Total:		\$300,000.00

Procurement Management Roles

TASK ORDER PROJECT OFFICER:

U.S. E.P.A.
Attn: MARTIN W. HUSK
RESEARCH TRIANGLE PARK
RTP, NC 27711

Mail Code: C339-01
Phone Number: (919) 541-3621
Fax Number: (919) 541-7674
E-Mail Address: husk.martin@epa.gov

ALTERNATE TASK ORDER PROJECT OFFICER:

U.S. E.P.A.
Attn: JEFFREY T. CURRY
RESEARCH TRIANGLE PARK
RTP, NC 27711

Mail Code:
Phone Number: (919) 541-4018
Fax Number:
E-Mail Address: curry.jeff@epa.gov

ALTERNATE TASK ORDER PROJECT OFFICER:

U.S. E.P.A.
Attn: NICHOLAS J. MANGUS
RESEARCH TRIANGLE PARK
RTP, NC 27711

Mail Code:
Phone Number: (919) 541-5549
Fax Number: (919) 541-7674
E-Mail Address: mangus.nick@epa.gov

Attachments

Attachment Name

STATEMENT OF WORK
ADDITIONAL CLAUSES
INVOICE PREPARATION INSTRUCTIONS

STATEMENT OF WORK

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

TITLE: Operations and Maintenance Support for the Emissions Inventory System (EISys)

BACKGROUND:

The Emissions Inventory System (EISys) is the official repository for emissions inventory data, both domestic and international. The flow of data from State, Local and Tribal (S/L/Ts) air pollution control agencies is critical to the success of EPA's strategic goal for maintaining and improving outdoor air quality.

The EISys consists of multiple components, located at the user's site and at the National Computer Center (NCC). The user has access to a desktop data converter, which takes a file formatted in a previous file format and converts it to XML format. Components located at the NCC include a Quality Assurance environment, submission through CDX and the Exchange Network to a Production Environment, a website for trusted users, analytical tools, the EISys data store, and a public serving of the emissions inventory data.

SCOPE OF WORK:

The contractor shall assist EPA with the ongoing enhancement, operations, and maintenance of the EISys managed by the Office of Air and Radiation, Office of Air Quality Planning and Standards, Outreach and Information Division, National Air Data Group. The tasks included in this work are listed below.

DESCRIPTION OF TASKS:

The contractor shall conduct the following tasks in accomplishing the objectives of this statement of work. The contractor shall comply with all EPA and other federal acquisition regulations and EPA and other federal information management policy and guidance at all times. Data and any other items required for successful completion of these tasks shall be provided by the Project Officer (PO) to the Contractor at the time of award. Copies of analyses performed (including code, software employed, and detailed documentation) shall be supplied by the Contractor back to the PO.

The contractor shall hold a face-to-face meeting with the EPA PO at the initiation of the contract. In addition, the contractor shall contact the EPA PO whenever questions come up about the nature of the work.

Task 1 – Work Plan

The contractor shall develop and maintain, and deliver a Work Plan for conducting and managing this statement of work. The plan shall provide a guide for conducting the assignment and shall be presented to the TOPO for review and comment. This plan shall include a list of project tasks and date milestones, and a Gantt chart. The plan shall include a section devoted to how the contractor plans to maintain all the information developed for this statement of work. It shall also include the name, title, billing level and estimated work hours for staff assigned to the project. The Work Plan shall reflect the contractor's understanding of the project objectives and the contractor's analysis of the requirements in terms of technical approach, staffing, schedules, and costs for each task. Further, the contractor shall update the plan as necessary with changes agreed upon by both the EPA and the contractor.

STATEMENT OF WORK

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

Task 1 Deliverable

Work Plan

Task 2 – In-Progress Review Support

The contractor shall prepare and submit monthly progress reports indicating the tasks performed, hours worked, expenditures, and issues (including risks and potential risks) that warrant the EPA project manager's attention. This monthly report shall also indicate activity in the reporting period, planned activity for the next reporting period and any problems encountered. The monthly report shall be delivered no later than ten (10) calendar days after the end of the month for which the report is being submitted.

Task 2 Deliverable

Monthly Progress Report

Task 3 - Provide System Enhancements, Maintenance and Operations

Subtask 3.1. Hardware Migration

Description: The contractor shall provide support for any migration of the EISys to new agency hardware platforms.

Subtask 3.2. System Operation

Description: The contractor shall operate the EISys at the NCC, ensuring that the system is operational between the hours of 6:00 A.M. and 7:00 P.M Eastern Standard Time. At a minimum, the contractor will ensure that the system can accept and store data, quality assure the data, build inventories, generate reports, and facilitate retrievals. Further, the contractor shall be fully responsible for all aspects of user management, the Ticketing Management process, and enabling and disabling system components. Additional user support requirements are described in Task 6, below.

Subtask 3.3. System Maintenance

Description: The contractor shall perform maintenance activities on the EISys, which consist of, but are not limited to, optimizing the EISys software and data, and correcting problems identified in the software, tools or database. The contractor shall routinely perform operational and tuning analyses to identify software changes that may be needed to make EIS operate in a more efficient manner. The contractor shall test enhancements and/or bug fixes, perform regression testing on the system after the enhancement and/or bug fixes have been implemented, and promote these fixes to the production environment. The contractor shall enhance or modify rules engine as needed. All modified source code and/or all modified software and updated database creation scripts, which should include creation of the database, tables, constraints, triggers, functions, stored procedures, user accounts and account privileges shall become the property of the Government.

Subtask 3.4. System Enhancements

Description: The contractor shall enhance the software, tools and database for new requirements that may be needed in the future. The requirements may be identified by the contractor, Project Officer, EISys users, the NCC or other sources. The contractor shall participate in the process to prioritize the requirements and design, develop, test and deploy these enhancements. The contractor shall perform regression testing on the system when implementing enhancements. These activities must be properly documented and tested, including updating any manuals and database scripts that may

STATEMENT OF WORK

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

be affected. All potential enhancements, including those identified by the contractor shall be promptly brought to the attention of the Project Officer and documented via the reporting process under Task 2 of this SOW.

Subtask 3.5. Contingency of Operations

Description: The contractor shall be available to operate the EISys at their site in the event the EISys is not available for use at the NCC for more than fifteen (15) business days. The contractor shall replicate the EISys at their location and do a weekly back-up of the data in the system. However, the contractor is not expected to accept submissions of data or make data publicly available. The only function required is to provide the ability to manage the process of developing the NEI and to provide access to the data for internal consumers of the data.

Task 4 – Provide User Support

Subtask 4.1. User ID and Password Support

Description: As needed, the contractor shall provide User Support with establishing EISys accounts, resetting passwords and assistance with the Quality Assurance environment.

Subtask 4.2 – Direct User Support

Description: As needed, the contractor shall assist in resolving issues submitted by users, which could involve issues with the EISys, with the emissions inventory data, or with the XML reporting format. This task may involve the contractor staffing a phone line in the event EPA is not available, staffing a phone line during peak processing times, or staffing a phone line during off-business hours.

Subtask 4.3 – Coordinate with the CDX Help Desk

Description: The contractor shall coordinate with the CDX Help Desk to resolve issues that involve the coordination between EISys and CDX/EN. This includes, but is not limited to, accounts and passwords, and the transmission of data from CDX/EN to the EISys.

Task 5 - Provide Data Management Support

Subtask 5.1. Add Data to the EISys Database

Description: The contractor shall, as required, add new or modified data to the EISys database. This includes current data, historic data, code tables and data obtained from external sources, both domestic and international. Adding data to the EISys may be performed by using the system or through the use of custom scripts.

Task 6 – Provide Security Support

Subtask 6.1. System Security

Description: The contractor shall ensure that EISys security measures comply with agency security requirements. This includes keeping current on all agency security standards and making software modifications to the EISys based on any new agency security requirements and/or security changes to external applications and databases accessed by the EISys. It also includes assisting with performing periodic risk assessments of the system.

Task 7 – Training

STATEMENT OF WORK

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

Subtask 7.1. Assist in Training EISys Users.

Description: The contractor shall assist EPA in training EISys users. This includes, but is not limited to, teaching training classes, developing training materials, and setting up the training environment. The contractor may be required to travel to the training location. The contractor may be required to make copies of all training materials

Task 8 – Documentation

Subtask 8.1. Assist in Developing and Maintaining User Guides

Description: The contractor shall provide technical writing and editing assistance to develop and maintain user guides, and the NEI/EIS Implementation Plan. Additional types of manuals, reports, brochures, and other technical writing may be required along with electronically formatted information for the EIS home page on the Internet and on-line help and tutorials built into the EISys.

Subtask 8.2. Provide System Documentation

Description: When requested by the EISys system manager, the contractor shall provide documentation of all work performed during the system life cycle including outputs from the tools used to document data flow, entity relationship diagrams, data and process models, client-server models, and other forms of descriptive materials as specified using CASE tools or other software packages. Provide clerical support incidental to preparation, packaging and distribution of documentation products.

Subtask 8.3. Assist in Developing and Maintaining Technical Documentation

Description: The contractor shall provide assistance in developing, modifying and maintaining technical documentation needed to comply with agency standards, such as the system management plan and the security plan.

Task 9 – Meeting and Conference Support

Subtask 9.1 – Meeting Support

Description: The contractor shall meet with the EIS project team a minimum of once a week at the EPA site, the contractor site, the National Computer Center, or through telephone or video conferencing. The contractor shall take notes and provide technical support for all meetings, regardless of location.

Subtask 9.2 – Conference Support

Description: The contractor shall assist in planning and running any EISys user conferences. This task includes, but is not limited to, selecting a conference site, coordinating the logistics for the conference and running the conference.

Task 10 – Travel

The contractor shall, at a minimum, travel to the EPA site and the National Computer Center for meetings, and be prepared to support EPA at no more than 2 (two) conference and other meeting locations a year in support of the Emission Inventory System (EIS) Design and Development project.

PLACE OF PERFORMANCE:

Work will be performed at the EPA site, at the contractor's site, at the National Computer Center, or at any other site designated by EPA.

STATEMENT OF WORK

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

DELIVERABLES:

Task #	Deliverable Title	Date
1	Work Plan	Within 45 days of award
2	Monthly Progress Report	No later than ten (10) calendar days after the last day of the reporting period
3	Provide System Enhancements, Maintenance and Operations	Ongoing
4	Provide User Support	Ongoing
5	Provide Data Management Support	Ongoing
6	Provide Security Support	Ongoing
7	Training	Ongoing
8	Documentation	Ongoing
9	Meeting and Conference Support	As Needed
10	Travel	Ongoing

SECURITY AND ACCESS:

The IT security required for this statement of work is Unclassified and there is no confidential business information contained within the EISys.

Each contract employee may be required to undergo a NACI-level background check in order to meet this security requirement on the agency's ASSERT (Automated Security Self-Evaluation and Remediation Tracking) agreement. This agreement is also required by EPA policy (Directive 2195A1, EPA's Information Security Manual).

The contractor shall comply with all EPA IT security procedures and protocols while executing this statement of work. The contractor will be provided access to USEPA National Computer Center (NCC) hardware and software supporting the EISys.

GOVERNMENT FURNISHED EQUIPMENT (GFE)/ GOVERNMENT FURNISHED INFORMATION (GFI):

This contract will not include Government Furnished Equipment (GFE).

STATEMENT OF WORK

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

Government Furnished Information (GFI) will include, at a minimum, project documentation, briefing materials and presentations, and user requirements analysis documents.

INSPECTION AND ACCEPTANCE CRITERIA:

The following Inspection and Acceptance Criteria are to be used to determine acceptance of all deliverables under this statement of work:

1. All deliverables shall contain technically correct information.
2. All deliverables shall adhere to all EPA standards.
3. All deliverables shall be grammatically correct and properly formatted.
4. All deliverables shall have value added by demonstrating insight into the particular issues and by showing expertise in applying this insight to the recommendations.
5. All deliverables shall be given to the Contracting Officer with a copy to the TOPO. The TOPO will coordinate delivery of comments to the contractor. The TOPO will notify the contractor upon acceptance and approval of the deliverable. The contractor shall be notified of deliverable deficiencies within ten working days of the deliverable receipt date.

POST AWARD ADMINISTRATION:

At a minimum, EPA will hold weekly conference calls with the contractor to administer the performance of this statement of work. The meetings will be used to ascertain the contractor's progress and required tasks and deliverables, discuss and remedy concerns, and share new information acquired during the course of the statement of work.

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

1. CEILING PRICE

The ceiling price of this contract is \$9,161,522.13. The contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the Contractor's own risk. The ceiling price for the base period is \$2,650,649.03.

2. FIXED RATES FOR SERVICES - TIME AND MATERIALS

The fixed rates in the GSA contract, inclusive of all indirect costs and profit, shall apply for the duration of the task order.

3. IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

4. OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE TASK ORDER

(a) The Government has the option to extend the effective period of this contract for four (4) additional periods. If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the government must issue written notification of this intent to exercise the option prior to that last 60 day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Ceiling Amount" clause will be modified to reflect a new and separate Ceiling Price:

<u>Period of Performance</u>	<u>Ceiling Amount</u>
Option Period I	\$1,582,254.53
Option Period II	\$1,690,030.75
Option Period III	\$1,592,738.48
Option Period IV	\$1,645,849.34

(c) The "Effective Period of the Delivery Order" clause will be modified as follows:

<u>Period of Performance</u>	<u>Start Date</u>	<u>End Date</u>
Option Period I	01/01/11	12/31/11
Option Period II	01/01/12	12/31/12
Option Period III	01/01/13	12/31/13
Option Period IV	01/01/14	12/31/14

5. WORK TO BE PERFORMED UNDER THIS TASK ORDER

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

The Contractor shall furnish the necessary personnel, material, and services (except as otherwise specified), to perform the task as stated in the attached Statement of work and as proposed by the Contractor in its proposal dated August 10, 2009 which is hereby incorporated by reference.

(a) The Contractor shall only perform the work authorized by the Contracting Officer as specified in this Delivery Order.

(b) The Contractor shall perform within the Ceiling Price authorized in this Delivery Order by the Contracting Officer and shall not perform additional work above the Ceiling Price without the advance written authorization of the Contracting Officer. The Government is not obligated to reimburse the Contractor for unauthorized work above the Ceiling Price.

(c) The Contractor shall perform work within the Period of Performance authorized in the Delivery Order and shall not continue performance beyond the specified periods without the advance written approval of the Contracting Officer. The Government is not obligated to reimburse the Contractor for work performed beyond the authorized period of performance.

(d) These clauses do not change the requirements of the "Fixed Rate for Services" and "Ceiling Price" clauses.

6. PLACE OF PERFORMANCE

Work will be performed at the EPA site, at the contractor's site, at the National Computer Center, or at any other site designated by EPA.

7. TECHNICAL DIRECTION (EPAAR 1552.237-71)

(a) The Task Order Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

8. KEY PERSONNEL

(a) The Contractor shall assign to this contract the following key personnel:

(b)(4)

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

9. ORGANIZATION CONFLICTS OF INTEREST (MAY 1994)(EPAAR)(1552.209-71)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

10. SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (APR 1984)(EPAAR 1552.235-70)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

11. TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

12. RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APR 1996)(EPAAR 1552.235-79)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

13. PAYMENT SCHEDULE

Monthly payments will be authorized by tasks completed, receipt of an invoice, and approval of the Task Order Contracting Officer's Representative.

14. PRICING

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

The direct labor rates for this effort are reflective of the negotiations conducted and are consistent with the terms outlined on PQA's GSA Schedule for IT Services (Contract No. GS-35F-0032S). PQA's GSA schedule for IT services contains a provision for Economic Price Adjustment(EPA). Based on this established practice, the base period rates used for this proposal take the currently approved rates and apply an escalation factor of 3.15% for each year for this effort. The contractor will invoice in accordance with the actual GSA contract rates. Therefore, actual invoiced rates may be lower than the rate negotiated at the time of contract award.

15. The clause entitled "MONTHLY PROGRESS REPORT--TIME AND MATERIALS OR LABOR HOUR CONTRACT (EPAAR 1552.210-73) (SEP 1990)" has been added. The text is as follows:

(a) The contractor shall furnish the below listed copies of a combined monthly technical and financial progress report briefly stating the progress made, including the number of hours expended during the reporting period and cumulatively, and the percentage of the project work remaining. Specific discussions shall include difficulties encountered and remedial action taken during the reporting period and anticipated activity during the subsequent reporting period.

(b) The report shall include the following financial information:

(1) Cumulative totals for the contract amounts obligated, amounts claimed, and remaining available funds. Available funds are defined as the total obligated amount less total amount claimed;

(2) Cumulative labor hours and dollars, broken out by prime and subcontractor labor category, expended from the effective date of the contract through the last day of the current reporting period;

(3) Actual costs and labor hours expended during the current month;

(4) Estimated costs and labor hours to be expended during the next reporting period.

(c) The reports shall be submitted to the following addresses on or before the 5th of each month following the first complete calendar month of the contract.

Distribute reports as follows:

No. of Copies	Addresse
1	Administrative Contracting Officer
1	Project Officer

Project Officer

U.S. Environmental Protection Agency

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

Attn: Martin Husk
MC C339-01
RTP, NC 27711

Administrative Contracting Officer
U.S. Environmental Protection Agency
RTP Procurement Operations Division (E105-02)
RTP, NC 27711

16. The clause entitled "COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)" has been added. The text is as follows:

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

17. The clause entitled "PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)" has been added. The text is as follows:

The period of performance of this contract shall be from Jan 1, 2010 through December 31, 2010 inclusive of all required reports.

18. The clause entitled "PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)" has been added. The text is as follows:

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

19. The clause entitled "SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996)" has been added. The text is as follows:

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 21 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

20. The clause entitled "PAYMENTS--FIXED-RATE SERVICES CONTRACT (OCT 2000) (EPAAR 1552.232-73) (OCT 2000) DEVIATION" has been added. The text is as follows:

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$0. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

21. The clause entitled "TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)" has been added. The text is as follows:

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

22. The clause entitled "TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION" has been added. The text is as follows:

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

23. The clause entitled "PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)" has been added. The text is as follows:

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

24. The clause entitled "CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)" has been added. The text is as follows:

Project Officer(s) for this contract:

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

Task Order Project Officer:

Martin Husk
MC: C-339-01
RESEARCH TRIANGLE PARK
RTP, NC 27711

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

NATALIA C. FISHER-JACKSON
RESEARCH TRIANGLE PARK
RTP, NC 27711

Administrative Contracting Specialist:

NATALIA C. FISHER-JACKSON
RESEARCH TRIANGLE PARK
RTP, NC 27711

25. The clause entitled "INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)" has been added. The text is as follows:

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Task Order Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. EPA
MC: C-339-01
109 TW Alexander Drive
Research Triangle Park, NC 27711

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

26. The clause entitled "SECURITY REQUIREMENTS FOR ON-SITE EPA CONTRACTORS " has been added. The text is as follows:

Contractor employees working under this task order who are granted continuing and official access to Government buildings, facilities, or sites shall be subject to the same security screening requirements as those imposed upon Government employees under E.O. 10450.

The EPA project office is responsible for properly designating the appropriate security level for all contractors working on-site at a government facility. Contractors are required to submit the names of all employees proposed to work on-site to the project officer within 10 days after award. The EPA project officer will obtain the requisite background investigation forms from the Office of Personnel Management (OPM) and provide the forms to the contractor. The OPM will perform the investigation. To avoid delays, new contractor employees may begin work while the OPM screening is in process, provided contractor personnel have already completed pre-screening requirements by their employer. These requirements are specified in the EPA Information Security Manual 2191A1.

The EPA personnel screening requirements can be found in the Office of Inspector General's EPA Personnel Security Manual dated 1998; and the EPA Information Security Manual; 2191 dated December 20, 1999. These manuals are posted on the internet

27. The clause entitled "ACCESS TO GOVERNMENT PROPERTY, SERVICE, AND/OR SPACE (RTP-G-1)" has been added. The text is as follows:

1. A portion of the effort required to be accomplished under this contract must be performed at a Government facility. The Contractor shall be granted ingress and egress at such Government facility.
2. While Contractor personnel are at the Government facility, the Contractor is responsible for compliance with all laws, rules, and regulations governing conduct with respect to health and safety as they relate not only to their employees and agents, but also to other personnel who are Government employees or agents of the Government, and to property at the site regardless of ownership.
3. When the Contractor's team arrives at the Government facility, the team leader will make detailed arrangements with the Project Officer for access to and availability of the property, services, and space as listed hereafter.
4. While on Government premises and in possession of Government property, the Contractor is considered to be a bailee for hire, and subject to all duties thereof.
5. The Government property, services, and/or space as listed hereafter to which the Contractor shall have access under this clause shall be made available at the Government facility. In the event the property to which the Contractor is to have access is not made available as scheduled, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor thereby and shall equitably adjust the delivery or performance dates of the Contract

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

and any other contractual provisions affected by any such delay, in accordance with the procedures provided for in the clause of the contract entitled "Changes."

LOCATION: None

PROPERTY: None

28. The clause entitled "INSURANCE - WORK ON A GOVERNMENT INSTALLATION (RTP-H-1)" has been added. The text is as follows:

The Contractor's insurance requirements of Clause 52.228-5, Insurance--Work on a Government Installation (JAN 1997), shall be as follows:

At a minimum, the Contractor shall procure and maintain the following types and amounts of insurance:

- (1) Workmen's compensation and occupational disease insurance in amounts sufficient to satisfy Federal and State laws;
- (2) Employer's liability insurance of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers;
- (3) General liability insurance for bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.; and
- (4) Automobile liability insurance written on the comprehensive form of policy providing for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of the contract of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

29. The clause entitled "GOVERNMENT HOLIDAYS (RTP-H-10)" has been added. The text is as follows:

The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

New Year's Day

Martin Luther King's Birthday

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

Presidents' Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

30. The clause entitled "EPA SPONSORED MEETINGS, WORKSHOPS, CONFERENCES (RTP-H-4)" has been added. The text is as follows:

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency. (FPMR 101-17.104-4). The EPA Project Officer or Work Assignment Manager will determine and advise contractor as to the availability of Federal facilities.

Except for contractor, experts, consultants, subcontractor, or other personnel necessary for performance of the work called for by this contract, the cost of travel, subsistence, lodging, etc. for other participants or attendees shall not be an allowable cost under this contract. All such required personnel for which costs are being claimed must be approved by the Project Officer.

Light refreshments for Agency-sponsored conferences are allowed for Federal attendees only, provided at least 50% of the Federal attendees are in a travel status. (Light refreshments are defined as coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins.)

The cost of any beverages, food, or refreshments shall not be an allowable charge under this contract if for other than an Agency-sponsored conference, for other than Federal attendees, and/or where 50% of the Federal attendees are not in travel status.

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

31. LIMITATION OF GOVERNMENT'S OBLIGATION (RTP-G-3)

(a) The task order line items for services described in the task order statement of work are incrementally funded for the Base Period and all option periods. For these items, the sum of \$300,000.00 of the total price is presently available for payment and allotted to this task order.

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items. As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination costs for those items.

(c) Notwithstanding the date specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgement, the work will reach the point at which the total amount payable by the government including any cost for termination for convenience, will approximate 85% of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a substitute date as determined by the Government pursuant to subparagraph (d) of this clause. If after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

(d) The parties contemplate that the Government will allot additional funds for continued performance of the contract line items identified in paragraph (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the date indicated below, in amounts sufficient for timely performance of the contract line item identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line item identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government."

(i) The parties contemplate that the Government will allot funds to this contract in accordance with

ADDITIONAL CLAUSES

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

the following schedule:

Execution of Task Order

\$ 300,000.00

INVOICE PREPARATION INSTRUCTIONS

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

INVOICE PREPARATION INSTRUCTIONS

SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) U.S. Department, Bureau, or establishment and location - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.
- (3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) Requisition Number and Date - leave blank.
- (5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) Schedule Number; Paid By; Date Invoice Received - leave blank.
- (7) Discount Terms - enter terms of discount, if applicable.
- (8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.
- (11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE

INVOICE PREPARATION INSTRUCTIONS

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

(13) Quantity; Unit Price - insert for supply contracts.

(14) Amount - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

INVOICE PREPARATION INSTRUCTIONS

SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.
- (2) Voucher Number - insert the voucher number as shown on the Standard Form 1034.
- (3) Schedule Number - leave blank.
- (4) Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) Number and Date of Order - insert payee's name and address as in the Standard Form 1034.
- (6) Articles or Services - insert the contract number as in the Standard Form 1034.
- (7) Amount - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) A summary of claimed current and cumulative costs and fee by major cost element. Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

INVOICE PREPARATION INSTRUCTIONS

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category

INVOICE PREPARATION INSTRUCTIONS

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip; transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the

adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

INVOICE PREPARATION INSTRUCTIONS

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) Contractor's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) Contract Number - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.

INVOICE PREPARATION INSTRUCTIONS

Contract: GS-35F-0032S, Task Order: 1635

Lead PR Number: PR-NC-10-10150

(12) Official title.

(13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

Response to Task Order Request
for
PR-NC-09-10059
Emissions Inventory Systems

Perrin Quarles Associates, Inc.
652 Peter Jefferson Parkway, Suite 300
Charlottesville, Virginia 22911

August 10, 2009

PQA

PERRIN QUARLES ASSOCIATES

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in every page of this proposal.